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MONSTER ENERGY COMPANY, a Delaware  
8 corporation

9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**  
11

12 MONSTER ENERGY COMPANY, a  
Delaware corporation,

13 Plaintiff,

14 vs.  
15

VITAL PHARMACEUTICALS, INC.  
16 c/b/a VPX Sports, a Florida corporation,  
and JOHN H. OWOC a.k.a. JACK  
17 OWOC, an individual ,

18 Defendants.  
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Case No. 5:18-cv-1882

**EXHIBITS 35 TO 43 TO  
DECLARATION OF STEVEN N.  
FELDMAN IN SUPPORT OF  
PLAINTIFF MONSTER ENERGY  
COMPANY'S MOTION FOR A  
PRELIMINARY INJUNCTION**

**REDACTED VERSION OF  
DOCUMENT PROPOSED TO BE  
FILED UNDER SEAL**

**Monster Energy Company v. Vital Pharmaceuticals, Inc.**

**Case No. 5:18-cv-1882-JGB-SHK**

**Monster Energy Company's Exhibits to Declaration of Steven N. Feldman ISO  
Motion for Preliminary Injunction**

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<b>Exhibit No.</b>	<b>Description</b>
1	Instagram post made by John H. Owoc on April 3, 2019
2	Excerpt of YouTube video titled "How Does Creatine Work? – Supplement Showdown," published on June 28th, 2017
3	Excerpt of YouTube video titled "How Does Creatine Work? – Supplement Showdown", published on June 28 <sup>th</sup> , 2017
4	Page on the bang-energy.com website titled, "Bang's Jack Owoc Blasts Monster Energy Into Submission! CA-Based Monster Energy File [ <i>sic</i> ] Third Frivolous Lawsuit Against VPX,"
5	Page on the website bestpricenutrition.com titled, "New Monster Energy Drink Reign vs. Bang Energy,"
6	Excerpt of an Instagram post made by John H. Owoc on February 29, 2016
7	"About Us" page on the bang-energy.com website
8	Warning Letter from the Department of Health and Human Services to Jack Owoc dated April 24, 2015
9	Post on blog.europasports.com titled, "Beef Up Your Muscles and Your Brain with Super Creatine,"
10	Photos of a can of BANG energy drink in the Peach Mango flavor
11	Page on the cactusshadowscspressonline.com website titled "Energy drink first to add creatine," which was posted by Lauryn Stornelli on November 29, 2018
12	Excerpt of an Instagram post made by John H. Owoc on September 12, 2013
13	Excerpt of an Instagram post made by John H. Owoc on May 9, 2015
14	Excerpt of an Instagram post made by John H. Owoc on March 16, 2014
15	Excerpt of an Instagram post made by John H. Owoc on July 28, 2015
16	U.S. Patent No. 8,445,466 B2, dated May 21, 2013
17	"Frequently Asked Questions" page on the bang-energy.com website

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18	Page on the beveragedaily.com website titled, "Get ripped like Rambo and smart like Picasso! VPX rips up sports drink rulebook" authored by Ben Bouckley on September 24, 2014
19	Excerpt of an Instagram post made by John H. Owoc on March 15, 2019
20	Two photographs depicting various cans of BANG energy drink
21	Post on prnewswire.com titled "Jack Owoc's Bang Energy Hits #1!," made on September 16, 2018
22	Excerpt of an Instagram post made by John. H. Owoc on November 15, 2017
23	Scientific Opinion titled, "Scientific Opinion on the substantiation of health claims related to creatine and increase in physical performance during short-term, high intensity, repeated exercise bouts (ID 739, 1520, 1521, 1522, 1523, 1525, 1526, 1531, 1532, 1533, 1534, 1922, 1923, 1924), increase in endurance capacity (ID 1527, 1535), and increase in endurance performance (ID 1521, 1963) pursuant to Article 13(1) of Regulation (EC) No 1924/2006" from the European Food and Safety Authority ("EFSA") published in the EFSA Journal in 2011
24	Journal Article titled, "International Society of Sports Nutrition position stand: creatine supplementation and exercise" from the Journal of the International Society of Sports Nutrition, published on August 30, 2007
25	Journal Article titled "Creatine supplementation with specific view to exercise/sports performance: an update" from the Journal of the International Society of Sports Nutrition, published on July 20, 2012
26	U.S. Patent and Trademark Office's March 5, 2019 Decision on Appeal on Patent No. 8,445,466 B2, affirming the Examiner's rejections of claims 1 and 5-12
27	Instagram post made by John. H. Owoc on November 15, 2017
30	Post on prnewswire.com titled "Monstrous Victory for Bang Energy," published December 11, 2018
31	Collection of tweets from Twitter users collected from Twitter on April 9, 2019

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32	Collection of reviews of BANG products collected from Amazon on April 9, 2019
33	Collection of reviews of BANG products taken from the Google shopping page on April 9, 2019
34	Collection of comments by Facebook users collected from Facebook on April 9, 2019
35	2019 Monster Energy Key Funding Agreement between Monster and American Gas and Oil, executed on January 22, 2019
36	Packaged Beverage Incentive Agreement between BP West Coast Products LLC and Monster, executed on March 25, 2019
37	Excerpt of an Instagram post made by John. H. Owoc on December 13, 2016
38	Excerpt of an Instagram post made by John. C. Owoc on August 9, 2018
39	Jack Owoc's LinkedIn profile as of April 9, 2019
40	Post on the therealdeal.com website titled, "Vital Pharmaceuticals pays \$35M for Pembroke Pines warehouse" made by Keith Larsen on February 20, 2019
41	Page on the The Vitamin Shoppe website selling VPX products as of April 9, 2019
42	Page on the Amazon.com website selling VPX products as of April 9, 2019
43	Excerpt of an Instagram post made by John. H. Owoc on March 5, 2019
44	Instagram video posted by John. H. Owoc on March 5, 2019
47	U.S. National Supplier and Purchase Agreement between Circle K Procurement and Brands Limited and Monster, effective on January 1, 2019
48	U.S. National Supplier and Purchase Agreement between Circle K Procurement and Brands Limited and Monster, effective on January 1, 2018
49	Monster's ongoing agreements with Walmart regarding shared coolers, and relevant operative planograms subject to that agreement

**Monster Energy Company v. Vital Pharmaceuticals, Inc.**

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50	2019 Monster Energy Key Account Funding Agreement between Dunne Manning and Monster, executed on February 21, 2019
51	2019 Monster Energy Key Account Funding Agreement between Duchess and Monster Energy Company, executed on February 11, 2019
52	2018 Monster Energy Key Account Funding Agreement between Duchess and Monster Energy Company, executed on March 19, 2018
53	2019 Monster Energy Key Account Funding Agreement between Big Red Valero and Monster Energy Company, executed on January 14, 2019
54	2018 Monster Energy Key Account Funding Agreement between Big Red Valero and Monster Energy Company, executed on January 8, 2018
55	2019 Monster Energy Key Account Funding Agreement between Pit Stop – NY (Marshalls) and Monster Energy Company, executed on January 16, 2019
56	Two cans of BANG energy drinks (Root Beer Blaze and Lemon Drop flavors) purchased on April 9, 2019 at approximately 10 a.m. from GNC, located at 510 W. 6th St., Los Angeles, CA 90014
57	VPX's Motion to Dismiss and to Strike Class Action Complaint in United States District Court, Southern District of Florida case of <i>Shirley St. Fort-Nwabuku v. Vital Pharmaceuticals, Inc.</i> (Case No. 0:18-cv-62823) filed on February 19, 2019
58	Instagram comment made by John H. Owoc on April 9, 2019
59	Excerpt from an Instagram post made by Jack H. Owoc on April 9, 2019

EXHIBIT 35  
REDACTED VERSION  
OF DOCUMENT  
PROPOSED TO BE FILED  
UNDER SEAL



## 2019 MONSTER ENERGY KEY ACCOUNT FUNDING AGREEMENT

Legal Entity Name of Retailer:

American Gas & Oil

Address/City/State/Zip:

440 W Division, Sparta, MI 49345

# Stores:

49

This 2019 MONSTER ENERGY KEY ACCOUNT FUNDING AGREEMENT ("Agreement") is entered into by and between MONSTER ENERGY COMPANY, a Delaware corporation, with its principle office at 1 Monster Way, Corona, CA 92879 ("MEC") and American Gas & Oil with its principle address at 440 W Division, Sparta, MI 49345 which has 49 store locations ("the Retailer").

The parties hereby agree to the following:

1. Term. Unless earlier terminated pursuant to the terms of this Agreement, the term of this Agreement shall commence on the Start Date and shall end on the End Date forth herein (the "Term"):

Start Date: 1/1/2019

End Date: 12/31/2019

2. Billing. The Retailer's billing will be on a ☐ monthly / ☒ quarterly basis.

3. Funding Elements. The funding elements are as follows:

ELEMENT	BRAND
PREMIUMS	MONSTER FAMILY (includes Java, Muscle, Rehab & ES)
COOLER PLACEMENT FEE	MONSTER FAMILY (includes Java, Muscle, Rehab & ES)

a. All funding elements listed above are based on estimated prior year paid out volume amounts. Actual payments for any funding during the Term will be paid using actual sales data and will be computed by MEC utilizing a method determined by MEC in its sole and absolute discretion.

b. Please note that the funding grand total does not include any off-invoice discounts provided herein.

c. Any customer marketing agreement ("CMA") elements set forth herein are required to be submitted in the form of a bill-back from the Retailer to MEC in a form prescribed by MEC from time to time. No off-invoice arrangements are permitted for CMAs.

d. Please submit all invoices to: Monster Energy Company, 1 Monster Way, Corona CA 92879, and Attention: National Account Claims.

4. Program Requirements. The program requirements to be followed by Retailer are as follows:

PROGRAM REQUIREMENTS	
Cold Cashier - Cold Equipment Placement	Retailer agrees to place MEC branded piece of cold equipment at or across from main register and merchandise MEC products exclusively in 17 locations. Please refer to the attached schematic for further details.
Merchandising - Energy Strike Zone Positioning	Retailer agrees to merchandise all Monster Energy® product SKUs on four (4) in one door Energy Sets and six (6) shelves in the two door Energy Sets minimum. Monster Energy will have 45% of predominant energy section and Retailer agrees that Monster Energy® product SKUs must not be placed on the top shelf of vault in less than four (4) shelf set. Planogram must be consistent with MEC's current recommendations. Please refer to the attached schematic for further details.
Merchandising - Energy Strike Zone Positioning	Retailer agrees to merchandise all NOS®/ Full Throttle® product SKUs (minimum of six (6) SKUs) on no less than six (6) facings of predominant energy section or cold vault and agrees that NOS®/ Full Throttle® product SKUs will not be placed on the top shelf or bottom shelf of vault. Planogram must be consistent with MEC's current recommendations. Please refer to the attached schematic for further details.
Merchandising - RTD Coffee	Retailer agrees to merchandise Java Monster® (no less than five (5) SKUs) on no less than .5 shelf in the cold vault, while merchandising Espresso Monster™ and Caffé Monster™ product in cold equipment within the store. Java Monster® is to be touching Starbucks Energy Coffee products (touching is defined as above, below or next to). Please refer to the attached schematic for further details.
Merchandising - RTD Protein	Retailer agrees to merchandise Muscle Monster® Energy Shake products (no less than two (2) SKUs) to be touching Muscle Milk products (touching is defined as above, below or next to) and in no event next to Java Monster® products. Please refer to the attached schematic for further details.
Merchandising - Enhanced Water	Retailer agrees to merchandise Monster Hydro™ products (no less than two (2) SKUs) within the flavored/enhanced waters section of the cold vault and to merchandise additional SKUs in cold equipment equating to half (.5) shelf total. Please refer to the attached schematic for further details.
Merchandising - Performance Beverage	Retailer agrees to merchandise Reign Total Body Fuel products (no less than four (4) SKUs) on no less than 4 facings, to be included in the functional beverage set. Please refer to the attached schematic for further details.
Merchandising - Monster POS Placement	Retailer agrees to place updated MEC POS every one-hundred-twenty (120) days to tie with programming calendar and feature package per MEC's POS merchandising standards.
Merchandising - New Item Introductions	Retailer agrees to support via authorization, predominate incremental 'Strike Zone' (eye level) placement, and participation in all initial promotions all new MEC product line extensions and brand inductions.
Authorized Distributors	All cases and SKU's of the MEC portfolio must be purchased directly from the applicable MEC authorized distributor, program for consumer sales only, funding will be terminated if Retailer participates in any non-retail sales.
Wholesale Price/Price to Retail	Wholesale price / price to retail are subject to change throughout the Term of this Agreement. If such pricing arrangement is not mutually agreed upon, either party may terminate this Agreement at any time by giving the other party no less than thirty (30) days prior written notice.
Program Compliance	Planogram, display and POS execution must be mutually agreed upon prior to the execution of this Agreement and shall be deemed to have been agreed to by Retailer upon execution of this Agreement. Failure to comply with any merchandising or purchase requirements set forth herein, at any time during the Term, will automatically terminate this Agreement.

a. Retailer agrees to (i) place the cold equipment listed above at its retail stores locations within thirty (30) days from the execution of this Agreement and (ii) provide MEC with a complete and accurate list of the locations where the cold equipment was placed, which shall include the store #, address, city, state, zip and serial number of the equipment.

b. Upon receipt of a valid approved invoice and documentation pursuant to Section 5.(a), cold equipment placement funding payments will be made semi-annually as follows (i) first installment for fifty-percent (50%) of the Total Cold Equipment Placement Funding amount will be paid thirty (30) days after the installation date; and (ii) the second installment for the remaining fifty-percent (50%) of the Total Cold Equipment Placement Funding amount will be paid after one-hundred-eighty (180) days from the date of installation (placement is secured).

6. Product Authorization. Retailer agrees to authorize the sale of all MEC brands distributed by MEC's authorized direct service distributors, including but not limited to, any and all innovation and/or new brands introduced, discontinued, and authorized by MEC for Retailer from time to time during the Term.



introduced, designated, and authorized by MEC for Retailer from time to time during the term.

7. Miscellaneous Terms and Conditions.

b. Retailer retains full discretion and is entirely free to determine prices at which it sells all products at its retail stores. MEC funding, however, is made available on the understanding that Retailer will reduce its normal retail pricing for MEC brands by an amount that corresponds with the funding program elements and MEC and/or MEC's authorized distributors may withhold funding if Retailer fails to follow all the funding requirements set forth herein. Nothing in this Agreement shall be construed as imposing any requirement affecting the featuring, promotion, or positioning of any products other than MEC's brands. Funding under this Agreement is provided in response to the Retailer's request for financial support and to meet competition.

c. Retailer shall keep and maintain complete and true books and other records containing data in sufficient detail reasonably necessary to determine all amounts payable to Retailer under this Agreement. MEC shall have the right, at its own expense, on sixty (60) days prior written notice to review Retailer books and records (and all reasonably related work papers and other reasonable information and documents necessary for any determination under this Agreement) kept by Retailer examined once per calendar quarter to verify the completeness and accuracy of the records.

d. MEC does not grant Retailer any rights to use any trademarks, whether or not registered, trade names, trade dress, service marks, slogans, symbols and logos of MEC ("Trademarks"). Retailer acknowledges MEC's exclusive right, title, and interest in and to the Trademarks, patents, patent applications, and all inventions (whether or not patentable), copyrights and copyrightable materials, and trade secrets and know-how (collectively, "MEC IP") which MEC may have at any time created, adopted, used, registered, or been issued in the United States of America or in any other location, and Retailer shall not do, or cause or permit to be done, any acts or things contesting or in any way impairing or tending to impair any portion of MEC's IP. Retailer shall not use any trademark, brand name, logo or other production designation or symbol in connection with Monster Energy® products other than the Trademarks. Retailer acknowledges that it has no right or interest in the Trademarks (except as expressly permitted hereunder). Any Trademarks used by Retailer hereunder (only upon MEC's prior written consent and approval) shall be and remain the property of MEC, and any and all rights therein shall inure to the benefit of and be the exclusive property of MEC. If granted consent to use the Trademarks, (i) Retailer may only use the Trademarks in strict accordance with MEC's usage guidelines, policies and instructions, and MEC reserves the right to modify such policies and instructions then in effect; and (ii) Retailer shall (A) clearly indicate MEC's ownership of the Trademarks in advertising, promotions or in any other manner so as to identify Monster Energy® products and (B) notify MEC of any actual or suspected misuse or infringement of any Trademark. Retailer shall not (1) cause or permit its business name to include any of the Trademarks or its business to be operated in a manner which is substantially associated with any of the Trademarks or (2) acquire or attempt to acquire, for itself or for others, or grant or attempt to grant, any rights in or to the MEC IP, either through registration or use. All rights granted to Retailer concerning the MEC IP are personal to Retailer, and are not assignable or sublicensable. Upon the termination of this Agreement, Retailer shall cease and desist from any use of the MEC IP.

e. MEC reserves the right to terminate this Agreement at any time, for any reason or no reason at all, by giving Retailer thirty (30) days prior written notice.

f. This Agreement constitutes the entire Agreement between the parties and is intended by the parties to be a final expression of their understanding and a complete and exclusive statement of the terms and conditions of the Agreement. This Agreement may be amended by a contract in writing and signed by both parties. This Agreement will be governed under the laws of the State of California, without regard to conflicts of law. The parties irrevocably consent to the exclusive jurisdiction of the state and federal courts in Orange County, California for the purpose of any action brought in connection with this Agreement. This Agreement may be signed in one or more counterparts. The rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected by such invalidity or unenforceability, unless the provision or its application is essential to this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 22 day of January 2019

American Gas & Oil  
By: [Signature]  
Name: Todd A. Knight  
Title: Sr. District Manager  
Date: 1/22/19

MONSTER ENERGY COMPANY  
By: [Signature]  
Name: Matt Angerone  
Title: DOS  
Date: 1-23-19



EXHIBIT 36  
REDACTED VERSION  
OF DOCUMENT  
PROPOSED TO BE FILED  
UNDER SEAL



**PACKAGED BEVERAGE INCENTIVE AGREEMENT  
Monster Energy Company 2019**

This **PACKAGED BEVERAGE INCENTIVE AGREEMENT** (this "Agreement") is made as of January 1, 2019 (the "Effective Date"), by and among Monster Energy Company, a California corporation ("SUPPLIER") as disclosed agent for and on behalf of certain participating local bottling companies or distributors licensed by SUPPLIER (collectively, "BOTTLERS") and BP WEST COAST PRODUCTS LLC, a Delaware limited liability company ("BP"). SUPPLIER and BP are each referred to as a "Party" and together, the "Parties".

**RECITALS**

**WHEREAS**, BP is the franchisor or licensor of certain retail gasoline outlets and *ampm* branded retail convenience stores located in the United States (the "Franchised Outlets") owned by authorized franchisees or licensees of BP ("BP FRANCHISEES"). BP FRANCHISEES resell certain Products (defined below) distributed and sold by SUPPLIER at the Franchised Outlets; and

**WHEREAS**, BP and SUPPLIER wish to enter into this Agreement, pursuant to which BP and BP FRANCHISEES shall promote Products which BP FRANCHISEES may resell in Franchised Outlets, and SUPPLIER shall pay BP certain monetary incentives in accordance with the terms and conditions set forth herein;

**NOW, THEREFORE**, in consideration of the agreements and the mutual covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**AGREEMENT**

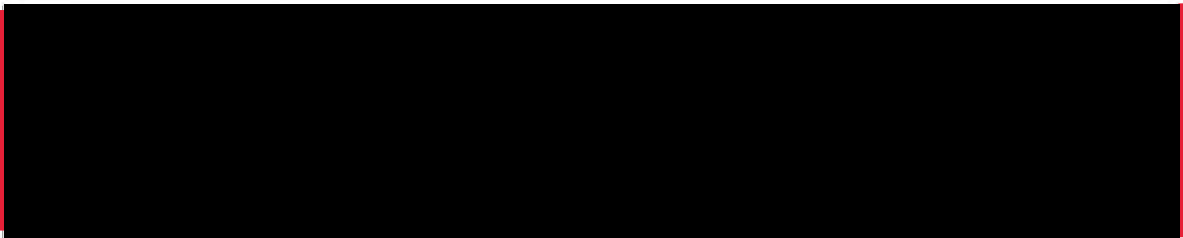
1. **DEFINED TERMS.** Capitalized terms shall have the meanings set forth herein.
2. **TERM.** This Agreement shall be effective for a period of one (1) year beginning on January 1, 2019 and ending on December 31, 2019, unless terminated earlier in accordance with the provisions of this Agreement (such period, the "Term"). Either Party may terminate this Agreement (a) if the other Party commits a material breach of this Agreement; provided that the terminating Party has given the other Party written notice of the breach and the breaching Party has failed to remedy or cure the breach within thirty (30) days of such notice, or (b) for any reason upon sixty (60) days prior written notice.

BP CONFIDENTIAL  
LEGAL02/34864688v1

Confidential

*MT*

4. **BP FRANCHISEE PARTICIPATION.** Use of the defined term "BP" does not include BP FRANCHISEES. BP will recommend that BP FRANCHISEES participate in the Program, but is not responsible for BP FRANCHISEES' non-participation or non-compliance with the terms of the Program or this Agreement. BP FRANCHISEES who choose to participate in the Program shall be subject to the obligations and shall receive the benefits provided herein. BP FRANCHISEES that elect to participate in the Program will only receive the benefits of this Agreement if they comply with the requirements of the Program.
5. **PRICE AND ALLOWANCES.** Prices to be paid by BP and BP FRANCHISEES for Products and marketing allowances to be paid by SUPPLIER to BP are set forth on Exhibit C (PRICING & ALLOWANCES).



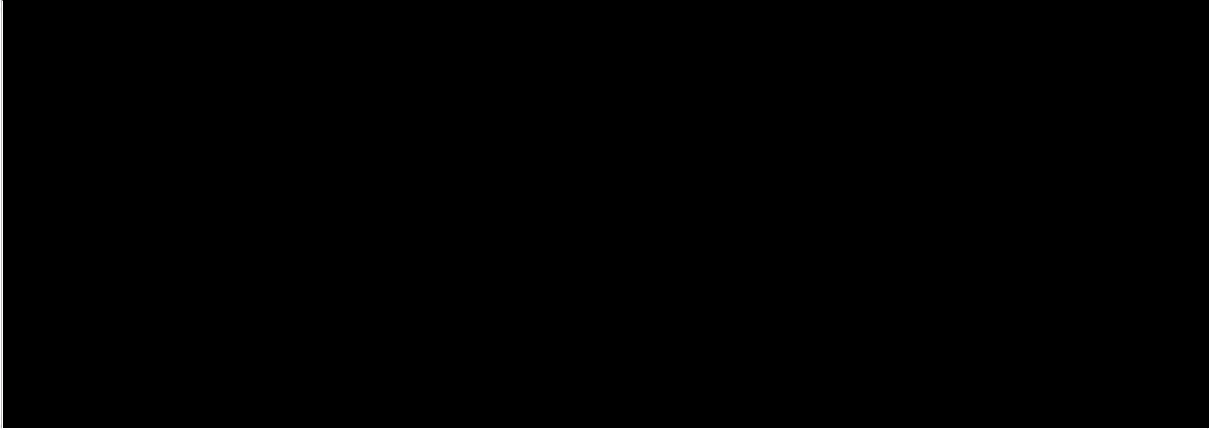
7. **COST INCREASES.** SUPPLIER shall provide no less than sixty (60) days prior written notice of any cost or pricing increases to BP or any BP FRANCHISEE.
8. **POST AUDIT LIMITATIONS.** Any claims, discrepancies or errors, pricing, rebates, allowances or other funding must be made by either Party within one (1) year from the date of invoice or payment to BP or BP FRANCHISEES.
9. **PRODUCT QUALITY.**
  - a. SUPPLIER warrants to BP and BP FRANCHISEES that all products delivered by SUPPLIER or a BP Authorized Distributor will be free from defects and shall be of merchantable quality and are not a misbranded, hazardous substance, or a banned hazardous substance within the meaning of those terms under the Federal Hazardous Substance Act, as amended. All products (i.e., food, health and beauty aids, over-the-counter drugs, hard goods, such as motor oil, batteries, and detergent) provided by SUPPLIER shall meet all applicable federal, state or local laws as mandated by regulation to labelling, manufacturing, storage and transport, including without limitation: the Federal Food, Drug and Cosmetic Act, the Consumer Product Safety Act, Country of Origin Labelling, OSHA, and Federal and State Environmental Protections Acts.
  - b. SUPPLIER shall maintain a product recall program. The product recall program must be well defined, documented and can be implemented at any time of the day or night. Upon notification of a potential recall situation, SUPPLIER shall obtain and provide the Category Manager and BP Food Safety Consultant with all pertinent information within 4 hours. SUPPLIER shall investigate by evaluating product production records, laboratory evaluations, finished product retain samples etc. BP agrees to cooperate with SUPPLIER in the conduct of any recall and SUPPLIER agrees to reimburse BP for any out-of-pocket expenses incurred by BP in connection therewith. BP further agrees to notify SUPPLIER of any allegations of defective Products of which BP has knowledge and shall cooperate with SUPPLIER in the conduct of any investigation or recall procedures regarding the Products.
  - c. SUPPLIER shall maintain a customer complaint process. Upon notification of a customer complaint, SUPPLIER shall obtain and provide the Category Manager and BP Food Safety Consultant with all pertinent information and response to address the customer complaint within 24 business hours. SUPPLIER shall investigate by evaluating product production records, laboratory

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evaluations, finished product retain samples etc. SUPPLIER agrees to reimburse BP, BP FRANCHISEE and/or customer for any out-of-pocket expenses incurred by BP, BP FRANCHISEE and/or customer in connection therewith of defective products.

- d. Retail products shall be dated in a uniform manner that provides the consumer with legible and accurate information as to the expected shelf life of an item. Open date coding (MM DD YYYY) for food shelf life dating is preferred. It also provides a means for tracking and identifying product throughout distribution in the event of a withdrawal or recall. Proper case coding shall facilitate identification and lot rotation through the distribution network. Over-the-Counter Drugs and other pharmaceutical items must have an "expiry" date.
  - e. For food products, SUPPLIER shall maintain comprehensive written evidence of compliance with the Federal Food Drug and Cosmetic Act (FDCA), the Fair Packaging and Labelling Act (FPLA), current Good Manufacturing Practices (cGMP) as amended and other applicable federal, state or local laws related to food storage, processing and delivery.
  - f. Food SUPPLIERS shall operate under a documented Hazard Analysis Critical Control Point (HACCP) program and have an annual current Good Manufacturing Practices (GMP) and Food Safety System (FSS) third party audit conducted by a certified auditor of their choice for each processing plant. The third-party audit should be conducted every twelve months. Audits must be done no later than 30 days after the previous annual audit. Audits shall be available for review upon request of BP.
10. **INFRINGEMENT.** Goods provided by SUPPLIER are for the use of or resale by BP FRANCHISEES. In no event shall SUPPLIER make any claim for royalties or other additional compensation by reason of such use or resale by BP FRANCHISEES. SUPPLIER agrees to defend, protect and hold harmless the BP Parties (as defined in Section 13 (Indemnity) herein) from and against any claim for actual or alleged infringement of any letters patent, trademarks, copyright, design, confidential information or similar protection arising by reason of the receipt or use or resale of any of SUPPLIER'S products or any marketing and promotional materials provided by SUPPLIER in connection with this Agreement. SUPPLIER shall not make any oral or written statement or perform any act indicating that BP or any BP FRANCHISEE endorses or approves or has endorsed or approved its products. SUPPLIER may not associate or in any way connect with its products or services any name or Trademark of BP (including without limitation the ARCO and *ampm* Trademarks) or any BP FRANCHISEE without BP's (or, as applicable, such BP FRANCHISEE'S) prior written consent.
11. **CONFIDENTIALITY.** "Confidential Information" includes the terms of this Agreement and any BP's proprietary data or information not generally known to the public and which should be reasonably understood by SUPPLIER to be confidential or proprietary, whether tangible or intangible and whenever and however disclosed, including without limitation: (a) marketing strategies, financial information, performance results, projections, operations, business plans, store plans, schematics, development criteria, traffic counts, pricing methods, form of contract or manuals, (b) plans for products or services, current and planned site and store locations, franchisee and licensee lists, and customer or supplier lists; (c) any copyrightable material, diagrams, drawings, scientific or technical information, invention, design, process, procedure, formula, improvement, technology or method; and (d) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, software, code, flow charts and any Trade Secret. "Trade Secret" has the meaning set forth in Cal.Civ.Code § 3426.1(d) as in effect on the Effective Date and also includes, without limitation, current and planned site and store locations and franchisee and licensee lists. Confidential Information shall be deemed confidential and shall not be revealed by SUPPLIER to any third party unless reasonably necessary for the performance of this Agreement. The provisions of this Section 11 shall be in addition to, and not a replacement, modification or termination of, any prior non-disclosure agreement or confidentiality agreement entered into by the Parties to this Agreement.

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13. **INDEMNITY.** SUPPLIER hereby indemnifies, and agrees to defend, and hold BP, its successors, assigns, customers, contractors, agents, directors, officers, employees, and BP FRANCHISEES (collectively, the "BP Parties") harmless from and against all claims, liabilities and expenses, arising from this Agreement or the Products provided hereunder and relating to (i) personal injury, death, or property damage sustained by any person, including the BP Parties, to the extent caused by SUPPLIER's negligent or wrongful acts or omissions, or (ii) a breach of SUPPLIER'S representations or warranties hereunder. BP, and as applicable, BP FRANCHISEES, shall notify SUPPLIER promptly upon the receipt of any third party claim, and SUPPLIER shall have the right to assume and direct the defense thereof; provided that BP shall retain the right to control the defense of any claim, suit or action to the extent it relates to an allegation regarding BP's own intellectual property, including its Trademarks, or allegations regarding BP's own acts, omissions, fault or negligence, and to the extent such a claim, suit or action brings claims against both Parties, each Party shall be entitled to defend itself and its own interests.
14. **LIMITATION OF DAMAGES.** Neither Party is liable to the other Party under this Agreement for any loss of profit, loss of expected sales revenue (or profits), exemplary, special, indirect, incidental, or consequential damages whether arising under warranty, guarantee, contract, or any other cause or combination of causes whatsoever, except for such damages that are incorporated into the indemnification obligations set forth in Section 13 (Indemnity) hereof; provided that this provision shall in no way limit SUPPLIER's liability and obligations pursuant to Section 9 (Product Quality), Section 10 (Infringement), Section 11 (Confidentiality), or Section 13 (Indemnity).
15. **ETHICS & CODE OF CONDUCT.** SUPPLIER warrants that it has not given and shall not give any commissions, payments, gifts, kickbacks, lavish or extensive entertainment or other inducements to any employee or agent of BP, or any third party, nor received inducements in connection with this Agreement. SUPPLIER acknowledges that giving or receiving such inducements violates BP policy, and entitles BP to terminate this Agreement. SUPPLIER must notify BP's security department if any BP employees or agents or any third parties solicit inducements. The BP Code of Conduct (the "BP Code of Conduct") may be viewed or downloaded from <http://www.bp.com>. SUPPLIER shall comply at all times with BP's business policies and act consistently with the BP Code of Conduct, including particularly the "Business Partners" section of the BP Code of Conduct. SUPPLIER shall not knowingly and/or specifically advise, instruct, require, or order its contractors and their personnel to violate the BP Code of Conduct. SUPPLIER will strictly comply with BP's policy on gifts and entertainment as set forth in the BP Code of Conduct. SUPPLIER agrees that neither this provision nor any other provision of this Agreement creates any obligations to a third party or creates or grants to any party any third-party beneficiary rights. Any failure to comply with this paragraph shall be deemed a material breach of this Agreement by SUPPLIER.
16. **ANTI-BRIBERY & CORRUPTION.**

*MT*

- a. "Facilitation Payments" shall include infrequent payments made to a Public Official to facilitate routine, non-discretionary governmental actions that: (i) the Public Official ordinarily performs; and (ii) BP is entitled to under the laws of the relevant country.
- b. "Public Official" shall include (i) any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest of more than thirty percent (30%), and/or of any public international organization; (ii) any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and (iii) any close family member of any of the foregoing.
- c. SUPPLIER acknowledges and understands that BP has a zero tolerance policy towards bribery and corruption, including as regards providers of services to BP and Facilitation Payments/grease payments. SUPPLIER and its affiliates, sub-contractors, suppliers, agents, intermediaries, and its and their directors, officers and employees hereby agree that in connection with this Agreement it will comply with all applicable anti-bribery and corruption and anti-money laundering laws and regulations, and will not offer, give or agree to give any person whosoever, or solicit, accept or agree to accept from any person, either directly or indirectly, anything of value in order to obtain, influence, induce or reward any improper advantage (the "Anti-Corruption Obligation"). SUPPLIER agrees further that:
  - i. SUPPLIER shall: (A) ensure and monitor compliance with the Anti-Corruption Obligation; and (B) make clear, in its dealings connected to BP, that it is required to act, and is acting, in accordance with the Anti-Corruption Obligation. The rights set out in this sub-section will be exercised in accordance with all applicable competition laws.
  - ii. BP shall have the right to terminate this Agreement or suspend any services/supply or payments with immediate effect if BP reasonably believes in good faith that SUPPLIER has breached in any material respect any of the requirements set out in this Section 16.
  - iii. SUPPLIER represents and warrants that it has not made, offered, promised or authorized, and will not make, offer, promise or authorize, any improper or illegal payment, gift or other advantage, whether directly or through any other person or entity, to any third party, including any Public Official for purposes of influencing official actions or decisions or securing any improper advantage to obtain or retain business or where it would otherwise be improper for such advantage to be accepted. As of the date of execution of this Agreement, no government official is or will become associated with, or will own or presently owns any interest in SUPPLIER.

17. **NOTICES; AGREEMENT REPRESENTATIVES.** This Agreement will be administered for the duration hereof unless notified otherwise by the persons identified below (each such person, an "Agreement Representative"). All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be deemed effective (i) when received if hand-delivered or sent by facsimile, (ii) one business day after it was given a nationally recognized overnight courier service for next day delivery, or (iii) three business days after it was given to the United States Postal Service if sent by United States certified, priority or registered first class mail, addressed as follows (unless such Party has changed its contact information for purposes of notice hereunder by giving written notice in accordance with this Section 17):





If to BP:

BP West Coast Products LLC  
4 Centerpointe Drive  
La Palma, California 90623  
Attention: Mike Adams, Sr. Category Manager (BP's Agreement Representative)  
Fax: (714) 670-5103

With a copy to:

BP America, Inc.  
Attn: Legal Department, Refining & Marketing  
150 West Warrenville Road, MC 200 1-W  
Naperville, IL 60563  
Fax: (630) 420-5172

If to SUPPLIER:

Monster Energy Company  
1 Monster Way  
Corona, CA 92879  
Attention: Mike Trento, VP National Accounts (SUPPLIERS's Agreement Representative)  
Fax: (951) 848-9089

18. **COMPLIANCE WITH LAWS.** In addition to the obligations in this Agreement, the Parties hereto accept that their individual conduct shall at all times comply with all and any applicable laws, acts, rules, orders, codes of practice and guidance made thereunder, and any regulations, by-laws, requirements of government, or of any statutory undertakings or local authorities and other bodies having jurisdiction over the area in which the Products are being sold to BP or BP FRANCHISEES.
19. **NON-EXCLUSIVITY; INDEPENDENCE.** Subject to the terms and conditions set forth herein, SUPPLIER will be a non-exclusive provider of Products to the BP FRANCHISEES during the Term, and nothing herein shall be construed to limit BP or any BP FRANCHISEES' right to enter into any other arrangement with any other party for the supply or marketing of Products. In rendering services hereunder, SUPPLIER shall be an independent party and third party service provider and shall not be an employee, agent or co-venturer of BP or any of its parents, subsidiaries, affiliates, etc. Neither SUPPLIER nor SUPPLIER's employees are entitled to participate in any employee benefit program of BP or any of its parents, subsidiaries, affiliates, etc. SUPPLIER agrees that BP is not and shall not become an employer, co-employer or joint employer of SUPPLIER's employees. Neither Party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other Party, except as expressly provided herein. This Agreement does not nor shall it be construed to create a joint venture, association, partnership, or other form of a business organization or agency relationship between the Parties, and no Party will act to bind or purport to bind any other Party hereto in any way.

For clarification purposes, as referred to in this Agreement, BP refers only to BP WEST COAST PRODUCTS LLC, a Delaware limited liability company and not to any BP FRANCHISEE, licensee or other operator. Notwithstanding any other provision herein, this Agreement shall be a binding obligation of the Parties expressly set forth in the preamble hereto who have delivered executed signature pages. Any reference to "knowledge of BP" herein shall mean the direct, actual knowledge of BP and its employees, and shall not include any BP FRANCHISEE, licensee, other operator or their respective officers, employees or other agents.



20. **GOVERNING LAW.** This Agreement is governed by the law of the State of California without regard to its rules on conflicts of law.

21. **ADDITIONAL TERMS.**

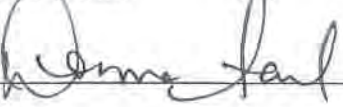
- a. This Agreement may be amended or modified only by a writing signed by each of the Parties. No consent or waiver by any Party of any breach or default by any other Party in its performance of its obligations under this Agreement will be deemed or construed to be a consent to or waiver of a continuing breach or default or any other breach or default of those or any other obligations of that Party. All rights and remedies contained in this Agreement shall be cumulative and shall not limit any other right or remedy to which a Party may be entitled. BP may assign this Agreement, in whole or in part, upon thirty (30) days written notice to SUPPLIER. SUPPLIER shall not assign this Agreement without the prior written consent of BP, which consent shall not be unreasonably withheld.
- b. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute but one agreement. This Agreement contains the entire agreement between the Parties hereto regarding the subject matter hereof and supersedes all other agreements entered into between the Parties prior to or during the Term, including prior funding commitments relating to the purchase of the Products by BP FRANCHISEES; provided that any prior confidentiality agreement or non-disclosure agreement entered into by and between the Parties shall remain in effect unless the Parties otherwise agree in writing. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, this Agreement is executed by authorized representatives of the Parties hereto as of 3/25, 2019.

BP WEST COAST PRODUCTS LLC

By: 

Name: Donna Sanker

Title: Vice President, ampm/ARCO

Date: 3/25/19

MONSTER ENERGY COMPANY

By: 

Name: Mike Trento

Title: CCO

Date: 3/4/19

SIGNATURE PAGE TO PACKAGED BEVERAGE INCENTIVE AGREEMENT  
MONSTER ENERGY COMPANY 2019

LEGAL02/34864688v1

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**EXHIBIT A  
(STANDARD TERMS AND CONDITIONS)**

*The following terms and conditions shall appear on every invoice, contract release document, and/or purchase order issued by SUPPLIER or any Authorized Distributor to any BP FRANCHISEE:*

**AGREEMENT.** All product or Products provided to BP FRANCHISEES by SUPPLIER or any Authorized Distributor are subject to the terms and conditions of that certain Packaged Beverage Incentive Agreement between BP and SUPPLIER (the "Agreement"), and capitalized terms shall have the meaning set forth therein. In the event of a conflict between the provisions set forth here, or the Agreement, the terms of the Agreement shall prevail.

**PRODUCT QUALITY.**

- a. SUPPLIER warrants to each BP FRANCHISEE that all products delivered by SUPPLIER or a BP Authorized Distributor will be free from defects and shall be of merchantable quality and are not a misbranded, hazardous substance, or a banned hazardous substance within the meaning of those terms under the Federal Hazardous Substance Act, as amended. All products (i.e., food, health and beauty aids, over-the-counter drugs, hard goods, such as motor oil, batteries, and detergent) provided by SUPPLIER shall meet all applicable federal, state or local laws as mandated by regulation to labelling, manufacturing, storage and transport, including without limitation: the Federal Food, Drug and Cosmetic Act, the Consumer Product Safety Act, Country of Origin Labelling, OSHA, and Federal and State Environmental Protections Acts.
- b. SUPPLIER shall maintain a product recall program and customer complaint process. Each BP FRANCHISEE agrees to cooperate with SUPPLIER in the conduct of any recall and SUPPLIER agrees to reimburse such BP FRANCHISEE for any out-of-pocket expenses incurred by such BP FRANCHISEE in connection therewith, it being understood and agreed that only SUPPLIER or a federal governmental entity shall be entitled to call a product recall.
- c. Retail products shall be dated in a uniform manner that provides the consumer with legible and accurate information as to the expected shelf life of an item. Open date coding (MM DD YYYY) for food shelf life dating is preferred. It also provides a means for tracking and identifying product in the event of a withdrawal or recall. Proper case coding shall facilitate identification and lot rotation through the distribution network. Over-the-Counter Drugs and other pharmaceutical items must have an "expiry" date.
- d. For food products, SUPPLIER shall maintain comprehensive written evidence of compliance with the Federal Food Drug and Cosmetic Act (FDCA), the Fair Packaging and Labelling Act (FPLA), current Good Manufacturing Practices (cGMP) as amended and other applicable federal, state or local laws related to food storage, processing and delivery.
- e. Food SUPPLIERS shall operate under a documented Hazard Analysis Critical Control Point (HACCP) program and have an annual current Good Manufacturing Practices (GMP) and Food Safety System (FSS) third party audit conducted by a certified auditor of their choice for each processing plant. The third-party audit should be conducted every twelve months. Audits must be done no later than 30 days after the previous annual audit. Audits shall be available for review upon request of BP.

**INFRINGEMENT.** Products and other goods or products provided by SUPPLIER are for the use of or resale by BP FRANCHISEES. In no event shall SUPPLIER make any claim for royalties or other additional compensation by reason of such use or resale by BP FRANCHISEES. SUPPLIER agrees to defend, protect and hold harmless the BP FRANCHISEES and their employees, officers, directors and other agents

EXHIBIT A TO PACKAGED BEVERAGE INCENTIVE AGREEMENT  
MONSTER ENERGY COMPANY 2018

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from and against any claim for actual or alleged infringement of any letters patent, trademarks, copyright, design, confidential information or similar protection arising by reason of the receipt or use or resale of any of SUPPLIER'S products or any marketing and promotional materials provided by SUPPLIER in connection with the Agreement. SUPPLIER shall not make any oral or written statement or perform any act indicating that BP or any BP FRANCHISEE endorses or approves or has endorsed or approved its products. SUPPLIER may not associate or in any way connect with its products or services any name or Trademark of BP (including without limitation the ARCO and *ampm* Trademarks) or any BP FRANCHISEE without BP's (or, as applicable, such BP FRANCHISEE'S) prior written consent.

**INDEMNITY.** SUPPLIER hereby indemnifies, and agrees to defend, and hold each BP FRANCHISEE, its successors, assigns, customers, contractors, agents, directors, officers, employees, and BP FRANCHISEES (collectively, the "BP Parties") harmless from and against all claims, liabilities and expenses, arising from the Agreement or the Products provided thereunder or hereunder and relating to (i) personal injury, death, or property damage sustained by any person, including the BP Parties, to the extent caused by SUPPLIER's negligent or wrongful acts or omissions, or (ii) a breach of SUPPLIER'S representations or warranties hereunder. BP, and as applicable, BP FRANCHISEES, shall notify SUPPLIER promptly upon the receipt of any third party claim.

**LIMITATION OF DAMAGES.** Neither Party is liable to the other Party under the Agreement for any loss of profit, loss of expected sales revenue (or profits), exemplary, special, indirect, incidental, or consequential damages whether arising under warranty, guarantee, contract, or any other cause or combination of causes whatsoever, except for such damages that are incorporated into the indemnification obligations set forth in the Indemnity liability set forth in the Agreement hereof; provided that this provision shall in no way limit SUPPLIER's liability and obligations pursuant to Section 9 (Product Quality), Section 10 (Infringement), Section 11 (Confidentiality), or Section 13 (Indemnity) of the Agreement.



EXHIBIT A TO PACKAGED BEVERAGE INCENTIVE AGREEMENT  
MONSTER ENERGY COMPANY 2019

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EXHIBIT B  
(INCENTIVE PROGRAM)



A handwritten signature in black ink, appearing to be 'Mr'.

EXHIBIT B TO PACKAGED BEVERAGE INCENTIVE AGREEMENT  
MONSTER ENERGY COMPANY 2019

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---

**From:** Michael Trento <[Michael.Trento@Monsterenergy.com](mailto:Michael.Trento@Monsterenergy.com)>  
**Sent:** Sunday, November 18, 2018 3:14 PM  
**To:** Maurer, Christina <[Christina.Maurer@bp.com](mailto:Christina.Maurer@bp.com)>; Bobby Salerno <[Bobby.Salerno@Monsterenergy.com](mailto:Bobby.Salerno@Monsterenergy.com)>  
**Cc:** Adams, Mike R <[mike.adams@bp.com](mailto:mike.adams@bp.com)>  
**Subject:** RE: Monster 2019 Key Cost & Elements- Final

Hi,

I approve the funding and cost elements below. We look forward to an awesome 2019.

See you Monday at lunch

Mike

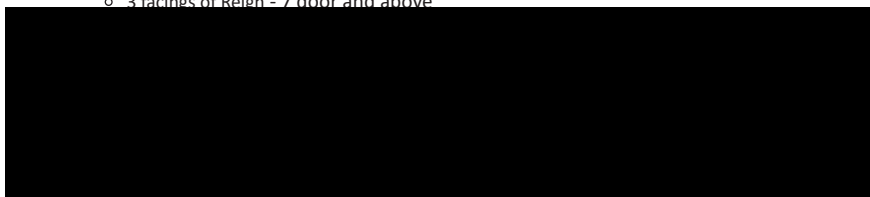
---

**From:** Maurer, Christina [Christina.Maurer@bp.com]  
**Sent:** Friday, November 16, 2018 10:19 AM  
**To:** Bobby Salerno; Michael Trento  
**Cc:** Maurer, Christina; Adams, Mike R  
**Subject:** Monster 2019 Key Cost & Elements- Final

Bobby & Mike, Please review below and respond back with your agreement.

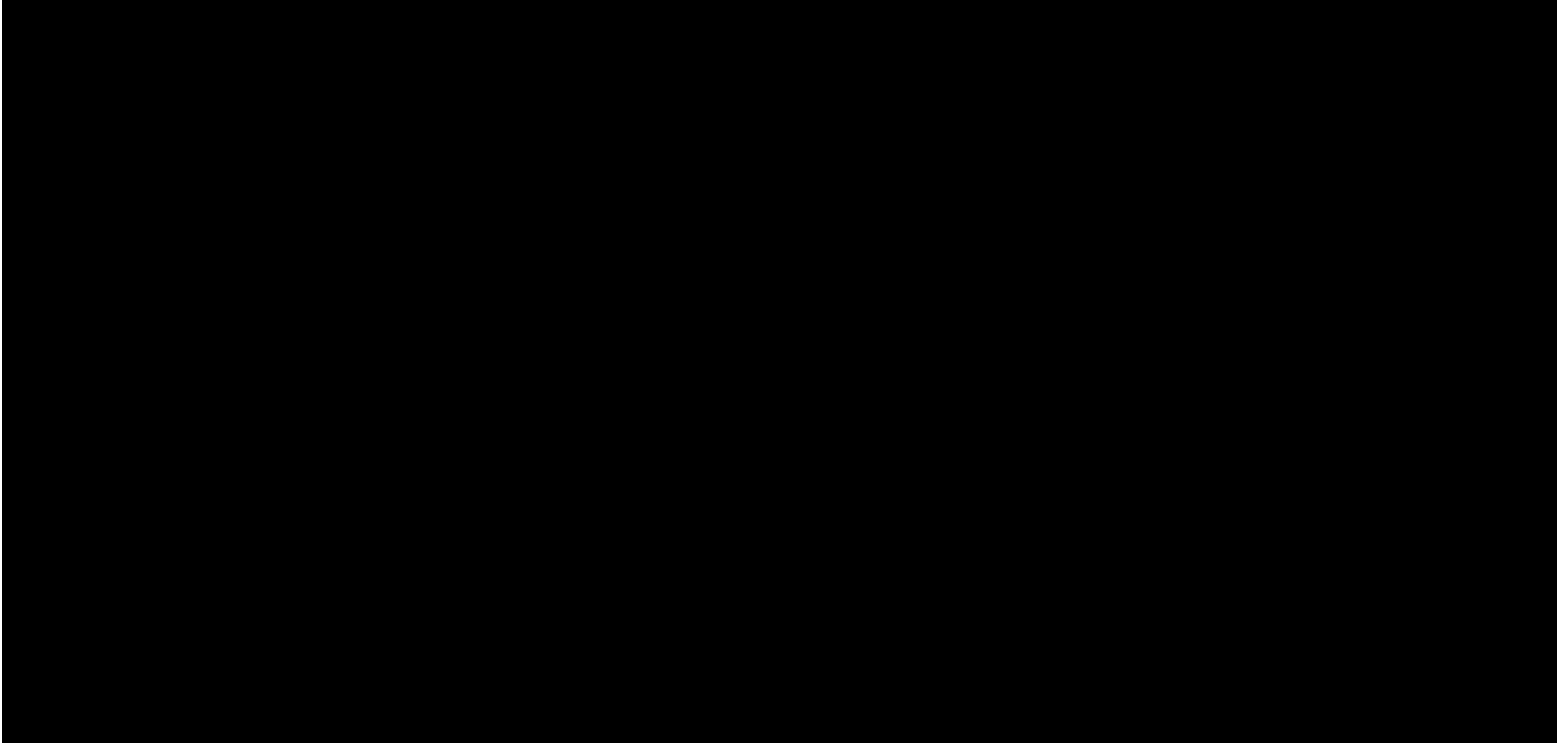
Space:

- o +1 facing Energy- 7 door and above
- o Full shelf of Coffee- 7 door and above
- o 5 facings of Hydro- 7 door and above
- o 3 facings of Reigen - 7 door and above





7 Door schematic drafts: See attachment



Thanks,  
**Christina Maurer**  
Category Manager Packaged Beverages  
ampm Marketing

Mobile 714-267-6888  
Email [Christina.Maurer@bp.com](mailto:Christina.Maurer@bp.com)



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size=2 width="100%" align=center>

If you no longer wish to receive electronic communications from Monster Energy please [Click here](#).

Veuillez [cliquer ici](#) pour ne plus recevoir de courriels de la part de Monster Energy. MEC-MSGID:080914MWCCUS

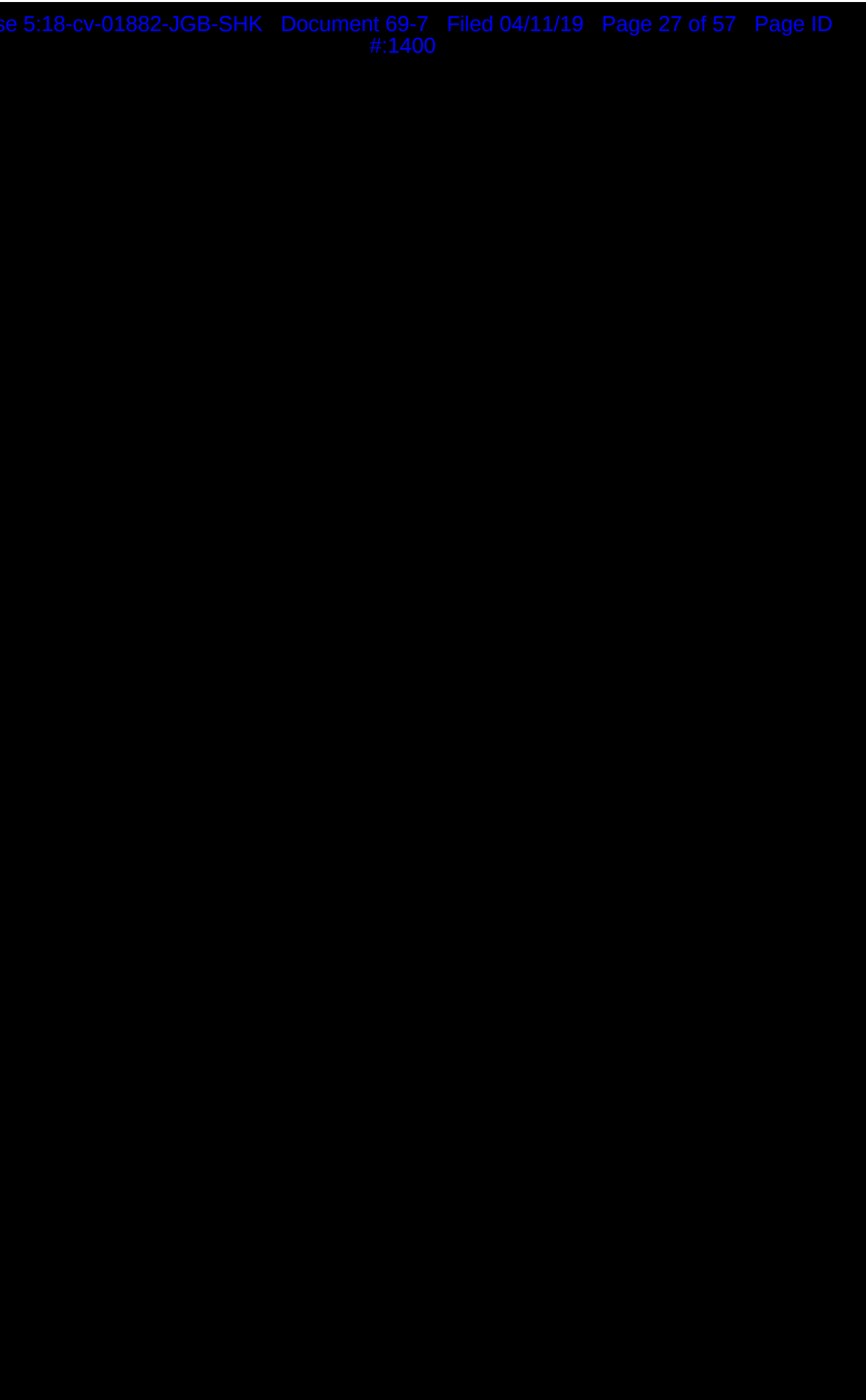
Monster Energy, Attn: Privacy Officer, 1 Monster Way, Corona, CA 92879 USA; [www.monsterenergy.com](http://www.monsterenergy.com); 866-322-4466 x6585











# EXHIBIT 37





# EXHIBIT 38



bangenergy.ceo • Follow

bangenergy.ceo @clairemayfit\_ my sincere apologies. @sheetz has lost touch with reality — they're the only major account in America who doesn't carry @BangEnergy And we will not placate to their tomfoolery and rigged system of paying for shelf space. Please check out all the posts in this feed listing all the great retailers where you can purchase Bang!

jamierie04 Unfortunately we have Five Star around here to buy it( that I know of). And that's just been in the past few months. Before that we had to go the Vitamin Shoppe about 25 miles from here. We also stock up at The Arnold Classic in Ohio which is around 250 miles away!!

bangenergy.ceo @gbukovi  
@thanks4bandina



3,437 likes

AUGUST 9, 2018



Log in to like or comment.

... 304

# EXHIBIT 39





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**Jack Owoc** • 2nd  
Bang Energy CEO, CSO  
Fort Lauderdale, Florida

Connect

Message

More...



VPX Sports



Florida Atlantic University



See contact info



500+ connections

Experienced Chief Executive Officer with a demonstrated history of working in the consumer goods industry. Skilled in Negotiation, Business Planning, Operations Management, Consumer Products, and Coaching. Strong entrepreneurship professional graduated from Nova Southeastern University.

## Highlights



## Activity

17,595 followers



**de Oliveira RM.** Effect of individualized resistance training prescription with hea...

Jack commented



**BANG ENERGY EXPOSES MONSTER AND COKE'S ONGOING...**

Jack shared this  
148 Likes • 22 Comments



**Many new fitness apps** tout they can enhance muscle recuperation an...

Jack shared this  
29 Likes • 2 Comments



**Strength Training: Effects on Muscle Strength and Size in Untrained...**

Jack commented  
2 Likes

[See all](#)

## Experience



**CEO, CSO, Owner**  
VPX Sports  
May 1993 – Present · 26 yrs  
Weston, FL

Operate +200,000 square feet of state of the art, GMP compliant manufacturing facilities of ultra-premium bars, drinks, shots, liquid capsules, concentrates, powders, gels etc. VPX has several patents and offers unique product development from a combined Intellectual Property portfolio of over 20 patents and 450 trademarks. Our products are backed by 22 double-blind placebo controlled university studies.

## Promoted



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We need more attorneys in your area  
Apply now for membership.



**Cornell MPS - AEM**  
Economic theory. Real-world problem solving. One year.



**Oregon MBA - Accelerated**  
GMAT waiver for those with 5+ years of experience/strong academic reco

## People Also Viewed



**Bang Energy** • 3rd  
Marketing Manager at VPX Sports



**Sarah Hipolito** • 3rd  
Client Associate at Merrill Lynch



**Crystal Wenrick** • 3rd  
Field Marketing Manager at Bang Energy



**Christine King** • 3rd  
Field Marketing Specialist at Bang Energy



**Tori Skillings** • 3rd  
NBA Dancer at Dallas Mavericks



**Chrissy Dove**  
Bartender at Hooters of America



**Jennifer Leah Schierle** • 3rd  
General Manager at The Exercise Coach®



**Anna Gonzales** • 3rd  
Sales is my passion

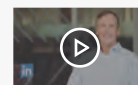


**Jezzein Gonzalez** • 3rd  
Brand Ambassador/Model at VPX Sports

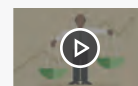


**Melanie Freedman** • 3rd  
Marketing Student | Marketing Coordinator at Bang Energy

## Learn the skills Jack has



**Jeff Dyer on Innovative**  
Viewers: 16,126



**Developing Business Acumen**  
Viewers: 48,007

Messaging





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## Education



Florida Atlantic University



Florida International University

Nova Southeastern University

[Show 1 more education](#) ▾

## Skills &amp; Endorsements

## Marketing Strategy · 99+

Endorsed by Josh Marx and 12 others who are highly skilled at this

## Product Development · 99+

Endorsed by Brian Cavanaugh and 8 others who are highly skilled at this

## Marketing · 99+

Endorsed by Carroll-Lynn Willgren and 20 others who are highly skilled at this

[Show more](#) ▾

## Recommendations

[Received \(1\)](#)[Given \(0\)](#)**Bruce Kneller**Co-Founder, Principal, and  
Managing Director for the  
Americas at Hong Kong Life  
Sciences Company LimitedMarch 26, 2013, Bruce worked  
with Jack but at different  
companies

Jack Owoc is one of the more clever people in the dietary supplement industry who through "will-to-power" and amazing ingenuity has managed to outmaneuver and outclass billion dollar companies and their executives on a habitual basis. Through hard work and determination he has managed to grow VPX ... [See more](#)

● Messaging



#1408





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# EXHIBIT 40

Sections ▾

**THE REAL DEAL** **THE REAL DEAL** #1410  
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## Vital Pharmaceuticals pays \$35M for Pembroke Pines warehouse

*Helms Development and Core5 Industrial Partners sold the site, formerly home to a state prison*

By Keith Larsen | February 20, 2019 02:30PM



Jack Owoc, South Florida Distribution Center and Vital Pharmaceuticals's energy drink Bang

Vital Pharmaceuticals paid \$35 million for a new warehouse in Pembroke Pines, which it plans to use as its new headquarters.

The sports supplement company purchased the 224,572-square-foot industrial property for \$155 per square foot from Helms Development and Core5 Industrial Partners, records show.

The 11.6-acre site at 20311 Sheridan Street formerly housed a women's state prison.

CBRE's Larry Dinner, Tom O'Loughlin, Larry Genet represented the seller in the transaction. Vital Pharmaceuticals was represented by Sky Groden with JLL.

Vital Pharmaceuticals, currently based in Weston, secured a \$75 million loan from BB&T for the acquisition, records show.

The warehouse is part of the 750,000-square-foot South Florida Distribution Center which was developed by Helms Development and Core5 Industrial Partners in 2017.

Vital Pharmaceuticals, led by Jack Owoc, manufactures and distributes sports supplements under the brand name VPX. Its products include Power Rush and Bang, a popular sports energy drink.

Tags: [Commercial Real Estate](#), [pembroke pines](#)





# EXHIBIT 41

maceuticals)

# al Pharmaceuticals)



FREE SHIPPING ON ORDERS OVER \$25





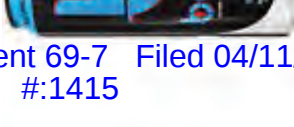
**\$3 OFF**  
**Bang cases**  
Ends 4/28/2019

Displaying 1 - 43 of 43

Sort by: Featured

<div></div> <div></div> <div></div> <div></div>	<p>ON SALE NOW!</p> 	<p>SALE</p>	<p>SHIPS FREE!</p> 
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	<div> <div>\$25.99</div> <div> <div>Sale: \$22.99   Save: \$3.00</div> <div> <div>FREE SHIPPING ON ORDERS OVER \$25</div> <div>Add To Cart</div> </div> </div> <div>Quick View</div> </div>	<div> <div>ON SALE NOW!</div> <div>  </div> <div>VPX (Vital Pharmaceuticals)</div> <div>Bang Energy Drink With CoQ10 &amp; Creatine - Pea...</div> <div> <div>\$25.99</div> <div>Sale: \$22.99   Save: \$3.00</div> <div>Add To Cart</div> </div> <div>Quick View</div> </div>	<div> <div>ON SALE NOW!</div> <div>  </div> <div>VPX (Vital Pharmaceuticals)</div> <div>Bang Energy Drink With CoQ10 &amp; Creatine - Bla...</div> <div> <div>\$25.99</div> <div>Sale: \$22.99   Save: \$3.00</div> <div>Add To Cart</div> </div> <div>Quick View</div> </div>	<div> <div>ON SALE NOW!</div> <div>  </div> <div>VPX (Vital Pharmaceuticals)</div> <div>Bang Energy Drink With CoQ10 &amp; Creatine - Bla...</div> <div> <div>\$25.99</div> <div>Sale: \$22.99   Save: \$3.00</div> <div>Add To Cart</div> </div> <div>Quick View</div> </div>
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Sign In/Register



**FREE SHIPPING ON ORDERS OVER \$250**



VPX (Vital Pharmaceuticals)

## Bang Energy Drink With CoQ10 & Creatine - Lem...

VPX (Vital Pharmaceuticals)

## Bang Energy Drink With CoQ10 & Creatine - Pow...

~~\$25.99~~

**Sale: \$22.99 | Save: \$3.00**

~~\$25.99~~

**Sale: \$22.99 | Save: \$3.00**

Add To Cart

## Quick View

Add To Cart

## Quick View



VPX (Vital Pharmaceuticals)

## Redline Extreme Ultimate Energy



VPX (Vital Pharmaceuticals)

## Redline Extreme Ultimate Energy

## Sale

## Sale

SHIP



VPX (Vital P

## Zero Impact







VPX (Vital Pharmaceuticals)

## Zero Impact High Protein FREE SH Mealbar - Pumpkin (1...

**/// FY**

**SHIPS FREE!**

Add To Cart

## Quick View



VPX (Vital Pharmaceuticals)

## Zero Impact High Protein Mealbar - Cookies & ...

**\$29.99**

Add To Cart

## Quick View

SHIPS FREE!



VPX (Vital Pharmaceuticals)

**Bag of Energy Drink With CoQ10 & Creatine Non-C...**

## Be the First to Review

●●●●●

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## Zero Impact High Protein Mealbar - Buckwild B...

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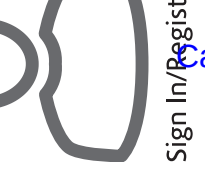
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## VPX



VPX Bang Variety Pack 3 RTD 12 per Case - 16 fl oz (1 PT) 473 ml

\$32<sup>98</sup>

995

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VPX Bang Bangster Berry, 16 Ounce, Case of 12

\$29<sup>65</sup>

19

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VPX Bang, Star Blast, 16 fl. oz. 12 Count

\$29<sup>68</sup> ~~\$34.00~~ (13% off)

76

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Bang Keto Coffee 16 Ounce Cans, Case of 12, Mocha Madness (20 Grams of

\$39<sup>27</sup>

23

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Redline Xtreme Energy Drink Triple Berry 24/ 8 oz. btls

\$54<sup>53</sup>

251

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VPX Redline Xtreme, Watermelon, 6 pack, 3 Oz. each by VPX

\$24<sup>99</sup>

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VPX Redline Extreme Grape 8oz, 24-Count

\$52<sup>28</sup> ~~\$65.33~~ (20% off)

84

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BANG Energy Drink with Zero Calories & High Caffeine, Champagne - 12 Drinks -

\$30<sup>88</sup> ~~\$33.99~~ (9% off)

183

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vpx Women's Swimwear Bikini Top Tahitian

\$46<sup>75</sup>

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VPX (Vital Pharmaceuticals) BANG SHOT, Peach Mango, Carbonated Energy Shot,

\$29<sup>99</sup>

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VPX Redline Xtreme RTD Black Cherry Vanilla 24 Packs of 8 oz Bottles

\$50<sup>71</sup>

80

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VPX Redline Xtreme Energy Ready to Drink, Star Blast, 24 Count by VPX

\$76<sup>50</sup>

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Vpx Shotgun 5X Exotic Fruit - 28 Servings

\$38<sup>49</sup>

✓prime ★★★★★ 53

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Vpx Bang OmHZCDP, Sour Heads, 12 Cans

\$32<sup>72</sup>

✓prime ★★★★★ 35

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VPX Zero Impact High Protein Mealbar, Chocolate, 12 Count

\$31<sup>95</sup>

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VPX Bang Rtd, Cotton Candy, 12 Count

\$35<sup>02</sup>

✓prime ★★★★★ 62

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VPX Bang Shot World's First Carbonated Energy Shot Bangster Berry 12 (3fl oz)

\$26<sup>99</sup>

✓prime ★★★★★ 2

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VPX Redline Microburst Multi-stage Delivery System Thermogenic Fat Burner,

\$15<sup>99</sup> ~~\$46.52~~ (76% off)

✓prime ★★★★★ 35

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\$22<sup>50</sup>

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VPX Bang Power Punch- 12 Cans Per Case - 16 Ounce Cans

\$32<sup>10</sup>

✓prime ★★★★★ 30

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VPX Zero Impact Bar, Legendary Pumpkin Supreme, 12 Count

\$35<sup>69</sup>

★★★★ 15

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VPX Bang Sour Heads 12 per Case - 16 fl oz (1 PT) 473 ml

\$32<sup>93</sup>

✓prime ★★★★★ 9

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VPx Bang Energy Shots (24 Pack)

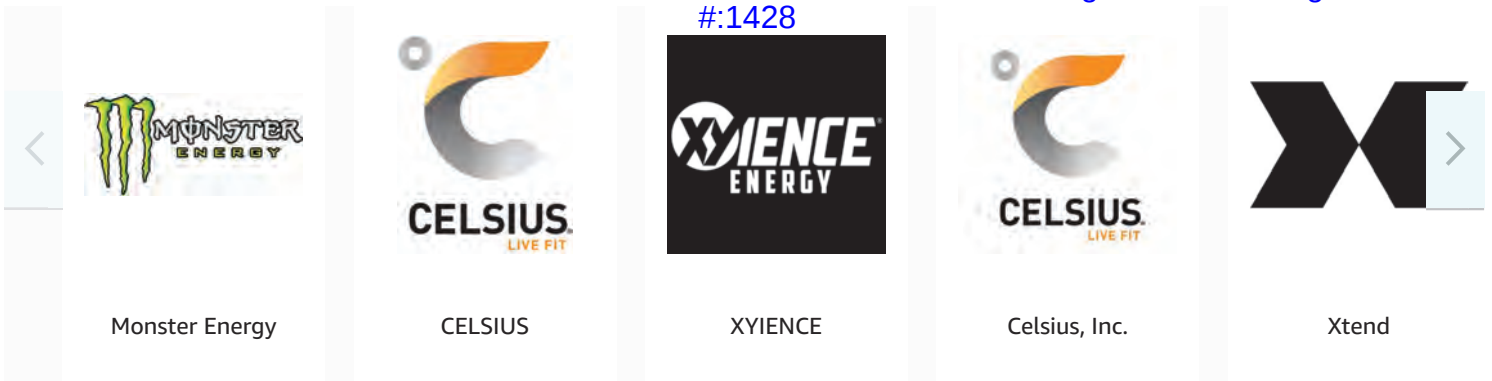
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